

THE NATIONAL ACADEMY Medical Priority Dispatch System

Implementation for Yadkin County
EMS, Fire Departments, and
Rescue Squad

Why do we need EMD?

- EMD is a national and international standard that citizens have come to expect when they call 911 with an emergency.
- Much like the people of Yadkin County have come to expect an ALS Ambulance capable of all of the standards of care that we provide when they call for help.
- Pre-arrival instructions are now the standard that we will be measured by should or when litigation is brought against us.

What does this mean for the departments and the citizens?

- Each call into 911 will be answered with a standard set of questions.
- The answers to these questions will direct the telecommunicator to a specific protocol and they will be able to prioritize the level and amount of response needed.
- Bottom Line the citizens will get the help needed faster and receive life saving instructions on the phone before responders arrive.

**Will things be any different for us
as responders?**

•YES

- The information that you get will come from a uniform protocol set of questions.
- The dispatch will be shorter cutting out unnecessary words.
- This will assist in keeping the frequency clear.

**Will things be any different for us
as responders? (Continued)**

- As calls will be better screened more information is known about the severity of the call.
- This means that not all units will respond 10-18 all of the time, and some units will not have to respond at all.
- By doing so we will reduce liability for traffic accidents, and operating cost for responders and departments.

What's Next?

- We have scheduled in-service classes for the next five Tuesdays at multiple locations throughout the county.
- These classes are to teach the new procedures to all Fire Departments and the Rescue Squad.
- Implementation should be complete in 30 to 45 days.

Central Permitting Report - 2007

Building Code Department										Environmental Health Department						
Month	Residential	Commerical	Electrical	Mechanical	Plumbing	Mobile Home	Misc./ Demo	TOTAL	TOTAL AMOUNT	Improvements	Improve/ Well	Well	Repair	Existing Sys	TOTAL	TOTAL AMOUNT
January	8	4	11	25	0	9	1	58	\$ 9,318.00	6	6	6	5	10	33	\$ 7,480.00
February	7	2	16	13	3	6	0	47	\$ 7,857.00	10	4	6	16	9	45	\$ 9,990.00
March	9	4	13	20	1	10	0	57	\$ 12,473.00	12	7	28	27	12	86	\$ 17,350.00
April	10	2	19	10	1	15	0	57	\$ 16,350.94	14	2	2	7	9	34	\$ 8,870.00
May	8	1	13	17	0	15	2	56	\$ 15,263.60	10	4	11	9	7	41	\$ 12,280.00
June	17	9	14	14	0	13	2	69	\$ 32,098.10	7	2	11	4	5	29	\$ 8,240.00
July	9	2	16	8	2	5	1	43	\$ 12,837.04	7	6	12	1	13	39	\$ 10,260.00
August	7	2	16	15	4	7	2	53	\$ 13,001.33	13	3	12	4	6	38	\$ 10,205.00
September	13	0	14	24	3	4	1	59	\$ 10,742.19	9	7	3	3	10	32	\$ 9,445.00
October	9	6	13	26	6	10	9	79	\$ 15,680.26	12	4	16	3	7	42	\$ 11,575.00
November	7	5	20	26	5	5	5	73	\$ 11,459.50	7	5	6	2	4	24	\$ 6,925.00
December	8	0	10	9	2	7	1	37	\$ 10,058.56	5	4	11	8	4	32	\$ 9,565.00
TOTALS	112	37	175	207	27	106	24	688	\$ 167,139.52	112	54	124	89	96	475	\$ 122,185.00

Central Permitting Report - 2008

Building Code Department										Environmental Health Department						
Month	Residential	Commerical	Electrical	Mechanical	Plumbing	Mobile Home	Misc./ Demo	TOTAL	TOTAL AMOUNT	Improvements	Improve/ Well	Well	Repair	Existing Sys	TOTAL	TOTAL AMOUNT
January	8	1	21	22	3	4	6	65	\$ 11,015.04	8	1	7	2	5	23	\$ 5,710.00
February	4	4	15	15	3	8	3	52	\$ 13,274.44	14	6	10	6	7	43	\$ 12,055.00
March	7	1	22	13	4	9	1	57	\$ 7,911.04	11	1	10	6	6	34	\$ 8,435.00
April	5	3	17	15	4	7	2	53	\$ 9,222.44	15	3	4	8	5	35	\$ 9,080.00
May	2	6	19	15	6	6	1	55	\$ 9,644.88	26	3	7	6	4	46	\$ 15,025.00
June	3	1	15	18	3	5	0	45	\$ 9,344.32	7	1	6	4	2	20	\$ 5,760.00
July	4	5	22	17	7	11	1	67	\$ 15,928.12	11	1	11	6	10	39	\$ 9,380.00
August								0			Must be split can longer be combined per State				0	
September								0							0	
October								0							0	
November								0							0	
December								0							0	
TOTALS	33	21	131	115	30	50	14	394	\$ 76,340.28	92	16	55	38	39	240	\$ 65,445.00

CONSULTING SERVICES AGREEMENT

By and Between
Yadkin County, NC
And
MGT of America, Inc.

THIS AGREEMENT is made this 2nd day of September 2008, by and between Yadkin County, NC ("Client"), and MGT of America, Inc., a Florida Corporation ("MGT").

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Description of Services.

MGT shall, as an independent contractor, provide the services specified in section 1.1 below ("the Services"), on the schedule specified in section 1.2 below.

1.1 Scope of Services

MGT shall provide to Client the following services:

MGT agrees to develop Cost Allocation Plans for each of the fiscal years ending June 30, 2008, June 30, 2009, and June 30, 2010, in accordance with the requirements of the Client and other applicable guidelines. Tasks to include: 1) Review and analyze the Client's financial data; 2) Identify and analyze appropriate allocation bases; 3) Develop cost plan structure; 4) Promptly respond to questions regarding cost plans and process; and 5) Prepare cost plans and roll forward calculations within in timeframes required by the Client.

1.2 Timetable for Services.

The Services shall be performed and the product(s) of the services shall be delivered on the following schedule:

For each fiscal year, draft cost plans will be available by May 1st and final plans will be available by May 31st. This is dependent on the client providing necessary information on a timely basis and can be modified to meet client needs.

2. Compensation.

For its work under this Agreement, MGT shall be paid a total amount not to exceed five thousand five hundred dollars (\$5,500.00), inclusive of all expenses for each fiscal year. The fee is due and payable each fiscal year upon submission of the final document to the Client by MGT and acceptance of the final document by the Client. Payment shall be remitted by the Client within thirty (30) days of receipt of an appropriate invoice from MGT.

No payment shall be withheld or delayed by Client when, or to the extent that, such delay is the result of Client's failure promptly to review and accept the product of the Services or to perform any act necessary for MGT to proceed or continue with providing the Services.

3. Term and Termination.

This agreement shall become effective upon its execution and delivery by the parties and shall remain in effect until completion of, and full payment for, the Services. For recordkeeping purposes, the term of this Agreement shall be from the date first written above through the same date plus one year. This contract may be terminated prior to completion of the Services at the option of either party,

upon delivery of written notice by the terminating party to the other party. In the event of early termination by Client, MGT shall be paid, upon invoicing in accordance with this Agreement, the agreed compensation (or if, due to termination, there is no agreed value for the services performed to date, MGT's standard hourly rates) for Services performed, plus expenses incurred, prior to termination, but in no event more than five thousand five hundred dollars (\$5,500) for each year.

4. Independent Contractor Status

The relationship of MGT to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, MGT shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations. Neither MGT nor anyone employed or subcontracted by MGT shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant to Client.

5. Project Managers

Dianne Mazo Jones shall serve as MGT Project Manager and point of contact for MGT under this Agreement. The Finance Officer shall serve as Client Project Manager and point of contact for Client under this Agreement. By written notice to the other party, either party may change the identity of its project manager during the term of this Agreement.

6. Miscellaneous

6.1 No Continuing Waiver

The failure or forbearance by either party in exercising any remedy available to it upon a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach by either party.

6.2 Entire Agreement.

This written Agreement represents the entire agreement of the parties, and neither party is relying upon any negotiation, representation, warranty, promise, or covenant not set forth in this Agreement. This Agreement may not be modified or amended except by a written instrument for that purpose duly executed by both parties.

6.3 Subcontracting and Assignment.

MGT will not utilize subcontractors in performing the Services. This contract shall be binding upon and inure to the benefit of both Client and MGT and their respective successors and assigns, if any, and legal representatives.

6.4 Interpretation, Venue, and Severability.

This agreement shall be construed, interpreted, and enforced in accordance with North Carolina law without regard to conflicts of laws principles. Should any provision of this Agreement be held invalid or unenforceable by final judgment of a court of competent jurisdiction, it is the parties' intention that the remainder of this Agreement shall nevertheless be given effect as written. Any action arising out of or relating to this Agreement may be brought only in the North Carolina state court having jurisdiction and located in Yadkin County, North Carolina. If more than one party executes this Agreement as Client, then each such party shall be jointly and severally responsible for Client's performance and payment under this Agreement.

6.5 Prior Performance.

Services performed by MGT pursuant to Client's authorization, but before execution of this Agreement, shall be considered as having been performed pursuant to the terms and conditions of this Agreement.

6.6 Notices.

All written notices, demands or requests pursuant to this Agreement may be served (as an alternate to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows:

If to MGT:

MGT of America, Inc.
2123 Centre Pointe Blvd.
Tallahassee, FL 32308

If to Client:

Yadkin County, NC
Finance Officer
PO Box 220
Yadkinville, NC 27055

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may, from time to time, by written notice served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only and are not required to be personally served to comply with service of notice on a party.

IN WITNESS WHEREOF, this agreement has been executed and delivered by:

Yadkin County, NC

By: *[Signature]*

As its: Chairman, County Commissioners

Address: PO Box 220
Yadkinville, NC 27055

FEID: _____

MGT of America, Inc.

By: *[Signature]*

As its: _____

2123 Centre Pointe Blvd.
Tallahassee, FL 32308

FEID: 59-1576733

MGT
OF AMERICA, INC.

Date: September 2, 2008

General Fund

Dept: Library

Description	Account Number	Original Budget	Increase/(Decrease)	Amended Budget
Annual Appropriation	1056110-57500	393,129.00	2,500.00	395,629.00
Appropriated Fund Balance	1044000-49000	2,177,689.21	2,500.00	2,180,189.21

To amend for an additional \$2500 for the Yadkin County libraries as a local match to a secured grant. \$625 for each of the four libraries (Yadkin County library, Boonville, East Bend and Jonesville).

August 20, 2008

Health Department Budget Amendments

Description	Account Number	Original Budget	Increase/(Decrease)	Amended Budget
REVENUE				
WIC Client Services				
DHHS Federal Funding	104516744208	104,798.16	6,441.00	111,239.16
EXPENSE				
WIC Client Services				
Capital Outlay	105516756010	-0-	6,441.00	6,441.00

- New federal money for increased per-participant reimbursement to replace old furniture.

Description	Account Number	Original Budget	Increase/(Decrease)	Amended Budget
REVENUE				
BCCCP				
DHSS funding	104515144183	13,500	(3,682)	9,818
EXPENSE				
BCCCP				
Contract Services	105515151700	11,520	(3,682)	7,838

- Reduction is State funding for BCCCP means a reduction in services to eligible clients.

Description	Account Number	Original Budget	Increase/(Decrease)	Amended Budget
REVENUE				
Preparedness				
DHHS State Funding	104512044171	42,018	1,978	43,993
EXPENSE				
Preparedness				
Supplies	105512052010	1,000	1,975	2,975

- Increase in Homeland Security funding to use for supplies and materials to support preparedness activities.

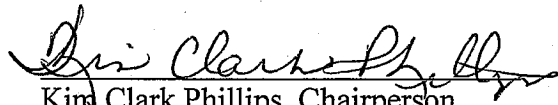
Health Director recommends Board of Health approval of these amendments. Board of Health approved August 19, 2008. Board of Health recommends approval by County Commissioners.

ORDER
APPROVING AND ADOPTING
THE FINAL 2009 SCHEDULE OF VALUES,
STANDARDS AND RULES FOR THE
REAPPRAISAL OF REAL PROPERTY
WITHIN YADKIN COUNTY

IT IS HEREBY ORDERED by the Board of Commissioners of Yadkin County, pursuant to G.S. 105-317, after due notice and public hearing, that the final 2009 Schedules of Values, Standards, and Rules are hereby approved and adopted for use in the 2009 scheduled reappraisal of real property within Yadkin County, to be used in appraising real property at its true value, and are hereby incorporated herein by reference, including any amendments to the proposed Schedules of Values, Standards and Rules made since the Schedules were originally submitted for consideration. Also approved and adopted is the Agriculture, Horticulture Farm Use Rate of \$630.00 per acre and Forestry Use Rate of \$340.00.

IT IS FURTHER ORDERED that a notice be published in a newspaper having general circulation in Yadkin County pursuant to the provisions of G.S. 105-317 stating that the final 2009 Schedules of Values, Standards, and Rules to be used in the next scheduled reappraisal of real property have been approved and adopted and are open to examination in the office of the Tax Administrator; and that a property owner who asserts that the final Schedules of Values, Standards, and Rules are invalid may except to the Order and appeal there from to the Property Tax Commission within thirty days of the date when the notice of adoption is first published.

Yadkin County Board of Commissioners in general session on September 2, 2008 does hereby approve and adopt the 2009 Schedule of Values, Standards and Rules.


Kim Clark Phillips, Chairperson
Yadkin County Board of Commissioners

ATTEST:


Gina Brown
Clerk to the Board

GRANT AGREEMENT
between
YADKIN COUNTY
and the
NATURAL RESOURCES CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

This agreement is by and between Yadkin County, North Carolina, called the County, and the Natural Resources Conservation Service, United States Department of Agriculture, called NRCS.

I. AUTHORITY

NRCS authorities under the provisions of the Watershed Protection and Flood Prevention Act (16 USC 1001-1008), the County and NRCS agreed to a plan for the above watershed, which provides for installation of certain works of improvement. NRCS authority is included in Fiscal Year 2008 Congressional Report for Projects Named within Conservation Operations.

II. BACKGROUND

The Deep Creek Supplement Watershed Work Plan was approved for operation on January 31, 1958. The plan provided for land treatment, critical area planting, and structural measures for flood prevention. The structural measures for flood prevention included the construction of multiple-purpose structure 5D for flood prevention and Municipal and Industrial Water Supply.

The Board of Commissioners of Yadkin County and the Yadkin Soil and Water Conservation District Board sponsors of the Deep Creek Watershed project wanted to provide a dependable supply of good quality water which would meet the need of the Yadkin county residents through the year 2050. Therefore, the sponsors requested that NRCS include a multiple-purpose structure at a site designated 5D for the purpose of flood prevention and municipal water supply. Multiple-purpose structure 5D, is located on South Deep Creek immediately upstream from old US 421.

III. PURPOSE

The purpose of this project is for the installation of M&I (Municipal and Industrial) and flood control structure consisting of a zoned earthen embankment; a RCC (Roller Compacted Concrete) principal and auxiliary spillway system with monitor gallery, instrumentation, lighting and M&I raw water intake system; access road, fencing, and landscaping located on South Deep Creek approximately 0.25 miles upstream of the bridge on Old US Highway 421 west in Yadkinville, North Carolina.

The construction costs for Multiple Purpose Structure 5D to be paid by the County and by NRCS are determined by the federal funding provided by Congressional appropriation and the actual cost of construction. The County will pay all construction costs in excess of the federal funds provided by the appropriation. The construction cost paid by federal funds is also limited to 38.49 percent as set forth in Supplemental Watershed Agreement

No. 4 and the Supplemental Watershed Plan – Environmental Assessment approved September 26, 1995.

IV. BENEFITS TO EACH PARTICIPANT

The project would provide flood prevention benefits and serve as a dependable supply of good quality water that would meet the needs of Yadkin county residents. The construction of multiple-purpose Structure 5D would complete all structure works of improvement as identified in the watershed work plan.

The project would prevent floodwater damage to crops, pasture, other agriculture property, roads and bridges, infertile sediment deposition, and reservoir sedimentation. Floodwater and sediment damage would be reduce about 29 percent, including an area of backwater flooding from Yadkin River. The dam would create a lake in the central part of Yadkin County.

Structure 5D would provide average annual flood damage reduction amounting to \$64,605, changed land use benefits of \$9,640, and \$105,445 benefits to M&I water supply. Secondary benefits amount to \$38,355 annually. Reductions in depth of flooding by the 100-year storm are: 5 feet at SR 1314, 4.5 feet at SR 1139, 3.5 feet at US 421, and about 2 feet at SR 1166.

V. RESPONSIBILITIES

A. THE COUNTY WILL:

1. Provide the work described in Attachment A – Detailed Plan of Work and Schedule of Completion and Attachment B – Detailed Budget which are attached and incorporated as part of this agreement.
2. Submit to the NRCS Technical Liaison a monthly status report and a final report within 30 calendar days after completion of activities covered by this agreement.
3. Request reimbursement quarterly by submitting a completed form SF-270, Request for Advance or Reimbursement, with supporting documentation to NRCS. Refer to Attachment B – Detailed Budget which is incorporated as part of this agreement. Include a Vendor Identification Number (VIN) on the second line of the remittance address on all SF-270 forms submitted for payment in order for NRCS to make payment by electronic funds transfer. Total amount of reimbursement from NRCS will not exceed \$ \$4,617,700.00.
4. Advance payments may be made available for anticipated costs for the next 30-calendar day period by submitting a completed form SF-270, Request for Advance or Reimbursement. Request will include a certification that the funds requested are necessary to meet planned activities and will be utilized within 30 calendar days. Request will also include a plan showing expenditures to date and anticipated

expenditures or outlays for that period. Request will also include a certification that there is an adequate system in place to track the use of advanced funds.

5. If the County does not currently have a VIN, one may be obtained by submitting a completed Form SF-3881, Vendor/Miscellaneous Payments Enrollment, to: USDA-Officer of Finance Management – National Finance Center, P.O. Box 60000, New Orleans, LA 70160. A copy of the SF-3881 may be obtained from the NRCS liaison. The bottom portion of the form titled “FINANCIAL INSTITUTION INFORMATION” must be completed by the County’s bank or financial institution. Inquiries may be made to OFM/NFC Inquiry at 800-421-0323.
6. Comply with the Special Provisions and Attachments A and B – which are incorporated as part of this agreement.
7. Provide the following as a County liaison:
Name: Randy Darden, Jr., PE
Address: Water Resources Manager
Arcadis G&M of North Carolina, Inc.
First Citizens Bank Plaza
128 South Tryon Street
Suite 1100
Charlotte, NC 28202-5001
Telephone: 707-752-4258
Fax: 704-752-0271
Email: Randolph.darden@arcadis-us.com
8. Be subject to the same rules and regulations that apply to NRCS and other USDA employees when using Government owned property or equipment.
9. Provide necessary equipment, office space, transportation, salaries, and related expenses for the County’s personnel.
10. Give NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, paper, or documents related to this agreement.
11. Acknowledge NRCS support on any publications written or published or any audiovisual produced with NRCS financial support and, if feasible, on any publication reporting the results of, or describing, this supported activity.
12. Be legally responsible for the deliverables under this agreement. In accordance with federal and state law, indemnify and hold NRCS harmless from any costs, damages, claims, liabilities, and judgments arising from past, present, and future negligent or wrongful acts or omissions resulting from the obligations undertaken by the County under this agreement or resulting from the work provided for in this agreement.

SPECIAL PROVISIONS

The County will agree to comply with the following special provisions to this agreement.

I. EQUAL OPPORTUNITY

The County agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

II. EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The County further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, however, that if the County so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part 11, Subpart D, of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this agreement; refrain from extending any further assistance to the County under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such County; and refer the case to the Department of Justice for appropriate legal proceedings.

III. NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- (a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local

Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a Federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- (a) Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. (b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

VI. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national of because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE - The penalty for making false statements in offers is prescribed in 18 U.S.C. I 001.

Contractor: _____

Signature: _____

Title: _____ Date: _____

VII. Drug-Free Workplace

By signing this agreement, the County is providing the certification set out below. If it is later determined that the County knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Service, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by a judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes;

Criminal drug statute means a federal or non-federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of subcountys or subcontractors in covered workplaces).

Certification:

- A. The County certify that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about—
 - (a) The danger of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - (a) Abide by the terms of the statement; and
 - (b) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
 - 5. Notifying the Service in writing, within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - 6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted—
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;
 - 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
 - 8. Agencies shall keep the original of all disclosure reports in the official files of the agency.
- B. The County may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

VIII. Certification Regarding Lobbying (7 CFR 3018)

(Applicable if this agreement exceeds \$100,000) –

The County certify to the best of their knowledge and belief, that:

- 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of an agency, member of Congress, and officer or employer of

Congress, or a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcountys shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**IX. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions, (7 CFR 3017)**

1. The County certify to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal has one or more public transactions (federal, state or local) terminated for cause or default.

2. Where the primary County is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

X. Clean Air and Water Certification

(Applicable if this agreement exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The project County's signatory to this agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____, listed on the Environmental Protection Agency List of Violating Facilities.
- (b) To promptly notify the State Administrative Officer prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

CLEAN AIR AND WATER CLAUSE

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1958c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. (1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The project County's signatory to this agreement agrees as follows:

1. To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.
2. That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.

3. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
4. To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A.(4).

B. The terms used in this clause have the following meanings:

1. The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et. seq., as amended by Public Law 91-604).
2. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500).
3. The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
4. The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a state under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).
5. The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.
6. The term "facility" means any buildings, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned, leased, or supervised by the County, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

XI. Assurances and Compliance

As a condition of the grant or cooperative agreement, the County assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017 and 3018 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

XII. Examination of Records

Give the Service or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

B. NRCS WILL:

1. Provide 38.49 percent of the cost of the work described in Attachment A – Detailed Plan of Work and Schedule of Completion and Attachment B – Detailed Budget which are incorporated as part of this agreement. This cost to NRCS will not exceed \$4,617,700.00
2. Reimburse upon receipt and approval of Form SF-270, Request for Advance or Reimbursement. Items of work approved for reimbursement are shown in the Attachment B – Detailed Budget which is incorporated as part of this agreement.
3. Provide the following as a NRCS liaison(s):

Technical

Name: Jacob Crandall
 Address: USDA/NRCS-Raleigh
 4407 Bland Road, Suite 117
 Raleigh, NC 27607-6240
 Telephone: 919-873-2103
 Fax: 919-873-2156
 Email: Jacob.Crandall@ncusda.gov

Administrative

Name: Pattie Williams
 Address: USDA/NRCS-Raleigh
 4407 Bland Road, Suite 117
 Raleigh, NC 27609-6240
 Phone: 919-873-2113
 Fax: 919-873-2146
 Email: Pattie.Williams@nc.usda.gov

VI. IT IS MUTUALLY AGREED:

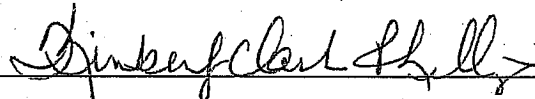
1. This agreement is effective the date it is signed by both parties and shall remain in effect in effect through September 30, 2010. It may be renewed by amendment until the objectives of the agreement are accomplished, but not later than the end of the fiscal year in which work is completed. Employees of the County shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.
2. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of County or any member of the County. They also shall not assist the County or any member of the County with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the County, or any member the County, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.
3. This agreement may be amended in writing by mutual consent of the parties to this agreement.
4. This agreement may be terminated by either party by written notice to the other party(ies) at least 30 days in advance of the effective date of the termination.
5. The furnishing of financial and other assistance by NRCS is contingent upon funds appropriated by Congress, made administratively available, or authorized by law.
6. NRCS may terminate this agreement in whole or in part if NRCS determines the County has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the County in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the County.
7. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the County is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
8. Privacy of personal information relating to natural resources conservation programs will be in accordance with Section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171, 116 Stat. 235).
9. This agreement is effective the date it is signed by both parties.
10. By signing this agreement, the County assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

This action authorized at an official meeting of
the Yadkin County Commissioners on the 2nd day of
September 2008 at Yadkin County, State of North
Carolina

Attest 
(Signature)

Contracting Officer
(Title)

YADKIN COUNTY

By: 

Title: Chairman, Yadkin County Commissioners

Date: September 4, 2008

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: State Conservationist

Date: _____

Attachment A – Detailed Plan of Work and Schedule or Completion
Attachment B – Detailed Budget

Attachment A – Detailed Plan of Work and Schedule of Completion

Phase 1 Contract Bid Package Development and Contract Award

Deliverable includes, but is not limited to:

1. Preparation of contracting documents
2. Preparation of full-size drawings and contract package for CLO and AGC
3. Advertisement in newspapers
4. Responding to requests for contract packages and logging package holders
5. Responding to requests for information and preparation and mailing addenda
6. Conducting bid opening, checking bid documents for completion and accuracy, evaluation of bids, obtaining needed clarifications from apparent low bidder, and recommendation for award
7. Award construction contract
8. Administer preconstruction meeting

Completion Date: December 1, 2008

Phase 2 Mobilize Equipment, Material Delivery, Site Preparation and Construction

Deliverable includes, but is not limited to:

1. Delivery of heavy equipment
2. Installation of access roads
3. Installation of erosion control and storm water management measures
4. Delivery and setup of construction trailers
5. Delivery and setup of RCC lab
6. Delivery of job materials
7. Clearing and grubbing
8. Stream diversion activities
9. RCC foundation excavation, preparation and grouting
10. RCC test section, sampling and evaluation
11. RCC placement
12. Construction of raw water intake structures, pipe encasement, drainage manifold, roller bucket and PS conduit
13. Embankment foundation excavation, preparation and grouting
14. Earth fill placement
15. Construction of ogee crest, parapet, instrumentation, fencing and gates
16. Punch out all structures
17. Seeding and mulching
18. Punch out site work

Completion Date: September 6, 2010

Phase 3 Project Oversight, Administration, Quality Assurance and Testing

Deliverable includes, but is not limited to:

1. Ongoing site construction administration and observation
2. Oversight of pollution control and storm water management measures

Addendum F.17

3. RCC mix design, field and lab testing of RCC test section and RCC placement
4. Ongoing Quality Assurance (QA) of RCC, concrete, and earth fill placement
5. Foundation geologic inspections and geologic mapping
6. Inspection and oversight of RCC foundation grouting operation
7. Inspection and oversight of embankment foundation grouting operation
8. Construction monitoring and material testing
9. Inspection of construction
10. Develop As-built drawings

Completion Date: September 6, 2010

Attachment B – Detailed Budget

PHASE NUMBER	DELIVERABLE	COST
1	Contract Bid Package Development and Contract Award	\$24,997.00
2	Mobilize Equipment, Material Delivery, Site Preparation and Construction	\$19,188,997.00
3	Project Oversight, Administration, Quality Assurance and Testing	\$2,481,035.00
TOTAL		\$21,695,029.00

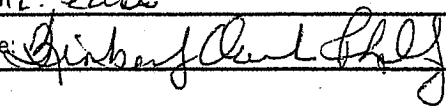
By the Work Plan NRCS' share of the construction costs is 38.49% which equals \$7,385,844.95. Congress appropriated \$4,116,800 FA funds through a Congressional earmark. In addition, by way of grant, NRCS is transferring \$500,900 of TA funds to the sponsors. The total grant funding will be \$4,617,700. These funds will be applied as described Section B, Page 13.

Jacob Crandall

Assistant State Conservationist for Water Resources

Application for Federal Assistance SF-424		Version 02
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		*2. Type of Application * If Revision, select appropriate letter(s) <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision *Other (Specify) _____
3. Date Received: 09/02/08		4. Applicant Identifier: Yadkin County Deep Creek
5a. Federal Entity Identifier: NRCS		*5b. Federal Award Identifier: NRCS
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
*a. Legal Name: Yadkin County		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 56-6000352		*c. Organizational DUNS: 089910624
d. Address:		
*Street 1: 217 E. Willow St. Street 2: _____ *City: Yadkinville County: _____ *State: NC Province: _____ *Country: United States *Zip / Postal Code: 27055		
e. Organizational Unit:		
Department Name: Yadkin County		Division Name: Board Of County Commissioners
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: _____ *First Name: Randolph Middle Name: _____ *Last Name: Darden Suffix: Jr Title: Contracting Officer Organizational Affiliation: County Consultant *Telephone Number: 704-752-4258 Fax Number: 704-752-0271 *Email: randy.darden@arcadis-us.com		

Application for Federal Assistance SF-424	Version 02
<p>*9. Type of Applicant 1: Select Applicant Type: County Government</p> <p>Type of Applicant 2: Select Applicant Type:</p> <p>Type of Applicant 3: Select Applicant Type:</p> <p>*Other (Specify)</p>	
<p>*10 Name of Federal Agency: Natural Resources Conservation Service</p>	
<p>11. Catalog of Federal Domestic Assistance Number: N/A</p> <p>CFDA Title: N/A</p>	
<p>*12 Funding Opportunity Number: N/A</p> <p>*Title: N/A</p>	
<p>13. Competition Identification Number: N/A</p> <p>Title: N/A</p>	
<p>14. Areas Affected by Project (Cities, Counties, States, etc.): Town Of Yadkinville County Of Yadkin State Of NC</p>	
<p>*15. Descriptive Title of Applicant's Project: Deep Creek 5-D Reservoir</p>	
<p>Addendum G.2</p>	

Application for Federal Assistance SF-424		Version 02
16. Congressional Districts Of:		
*a. Applicant: <u>5th</u>	*b. Program/Project: <u>5th</u>	
17. Proposed Project:		
*a. Start Date: <u>12/08</u>	*b. End Date: <u>02/10</u>	
18. Estimated Funding (\$):		
*a. Federal	<u>4,600,000</u>	
*b. Applicant	<u>10,400,000</u>	
*c. State	<u>10,000,000</u>	
*d. Local		
*e. Other		
*f. Program Income		
*g. TOTAL	<u>25,000,000</u>	
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?		
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____		
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.		
<input checked="" type="checkbox"/> c. Program is not covered by E. O. 12372		
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 09/04/08		
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001).		
<input checked="" type="checkbox"/> ** I AGREE		
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions		
Authorized Representative:		
Prefix: _____	*First Name: <u>Kimberly</u>	
Middle Name: <u>Clark</u>		
*Last Name: <u>Phillips</u>		
Suffix: _____		
*Title: <u>Chairman</u>		
*Telephone Number: <u>336-679-4200</u>	Fax Number: <u>336-679-6005</u>	
* Email: <u>kphill@wfbmc.edu</u>		
*Signature of Authorized Representative: 		*Date Signed: <u>9-4-08</u>

Authorized for Local Reproduction

Standard Form 424 (Revised 10/2005)
Prescribed by OMB Circular A-102

PHASE NUMBER	DELIVERABLE	COST
1	Contract Bid Package Development and Contract Award	\$24,997.00
2	Mobilize Equipment, Material Delivery, Site Preparation and Construction	\$19,188,997.00
3	Project Oversight, Administration, Quality Assurance and Testing	\$2,481,035.00
TOTAL		\$21,695,029.00

By the Work Plan NRCS' share of the construction costs is 38.49% which equals \$7,385,844.95. Congress appropriated \$4,116,800 FA funds through a Congressional earmark. In addition, by way of grant, NRCS is transferring \$500,900 of TA funds to the sponsors. The total grant funding will be \$4,617,700. These funds will be applied as described Section B, Page 13.

Jacob Crandall

Assistant State Conservationist for Water Resources

Supplemental Watershed Agreement No. 5
for Deep Creek Watershed, North Carolina

by

Exchange of Correspondence

Since the original watershed agreement became effective on January 31, 1958 and supplemental agreements became effective on September 22, 1958; September 7, 1962; August 23, 1966; and September 26, 1995, it has become necessary to modify the agreement to carry out the installation of Multiple-purpose Structure No. 5D.

Congress provided an earmark in 2008 in the amount of \$4,940,200 for Deep Creek Watershed. As a result, NRCS is providing a grant to the sponsors in the amount of \$4,617,700. NRCS withheld \$322,500 for technical assistance provided during 2008 and anticipated costs associated with the administration of the grant to the sponsors. Because the grant is for a fixed amount, the percentage of the cost of implementation will vary from that stated in Supplemental Watershed Agreement No. 4 and will be dependent on final construction, engineering services, and administrative costs.

Paragraph number 3 is modified to read as follows:

The percentage of construction cost for Multiple-purpose Structure No. 5D borne by NRCS shall not exceed 38.49 percent. Sponsors will acquire funds in excess of those provided by the grant necessary to complete installation.

Paragraph number 4 is modified to read as follows:

The percentage of engineering services for Multiple-purpose Structure No. 5D to be borne by NRCS shall not exceed 34.12 percent. Sponsors will acquire funds in excess of those provided by the grant for engineering services necessary to complete installation.

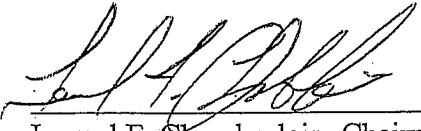
*The sponsors will bear the cost of construction inspection. NRCS will not be substantially involved in the installation of Multiple-purpose Structure No. 5D.

All other terms, conditions, and stipulations of the watershed agreement as amended not modified herein remain the same and are agreed to:

Yadkin County Soil and Water
Conservation District
P. O. Box 8
Yadkinville, NC 27055

By Lenuel F. Chamberlain
Title Chairman
Date September 5, 2008

The signing of this plan was authorized at an official meeting of the Yadkin County Soil and Water Conservation District, held on September 5th, 2008.



Lenuel F. Chamberlain, Chairman

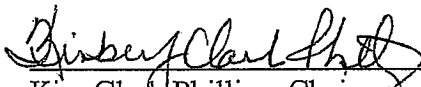
P. O. Box 1671, Yadkinville, NC 27055
Address Zip Code

September 5, 2008
Date

Yadkin County Board
of Commissioners
P. O. Box 146
Yadkinville, NC 27055

By Kim Clark Phillips
Title Chairman
Date September 2, 2008

The signing of this plan was authorized at an official meeting of the Yadkin County Board of County Commissioners, held on September 2, 2008.



Kim Clark Phillips, Chairman

P. O. Box 146, Yadkinville, NC 27055
Address Zip Code

September 4, 2008
Date

Natural Resources Conservation Service
United States Department of Agriculture

Approved by:

Mary K. Combs
State Conservationist

Date